

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**BLACK HAWK COUNTY  
BOARD OF HEALTH  
and  
AMERICAN FEDERATION OF STATE,  
COUNTY & MUNICIPAL EMPLOYEES  
AFL-CIO, LOCAL 679**

**July 1, 2006 - June 30, 2009**

**BLACK HAWK COUNTY BOARD OF HEALTH  
and AFSCME LOCAL 679**

**Representing Health Department Employees**

**July 1, 2006 to June 30, 2009**

<b>ARTICLE</b>	<b>PAGE NO</b>	<b>ARTICLE NO</b>
Call-In Time .....	15 .....	XXI
Check-Off .....	16 .....	XXIV
Education and Training .....	13 .....	XIV
Employee/Patient Relationships .....	13 .....	XV
Evaluations .....	15 .....	XIX
General Provisions .....	16 .....	XXIII
Grievance Procedure .....	2 .....	IV
Holidays .....	10 .....	XII
Hours of Work .....	9 .....	VIII
Inclement Weather .....	16 .....	XXII
Insurance .....	11 .....	XIII
Job Classifications By Pay Grade .....	19 .....	Appendix A-1
Jury Duty .....	13 .....	XVI
Labor Management Committee .....	15 .....	XX
Leave of Absence .....	6 .....	VI
Longevity .....	15 .....	XVIII
Meal Periods .....	10 .....	X
No Strike - No Lockout .....	1 .....	III
Overtime .....	9 .....	IX
Pay Scale FY07 .....	20 .....	Appendix A-2
FY08 .....	21 .....	Appendix A-3
FY09 .....	22 .....	Appendix A-4
Preamble .....	1 .....	
Recognition .....	1 .....	I
Rest Periods .....	10 .....	XI
Safety Shoes .....	17 .....	XXVII
Seniority .....	3 .....	V
Separability and Savings .....	1 .....	II
Steward .....	8 .....	VII
Termination of Agreement .....	17 .....	XXVIII
Vacation .....	14 .....	XVII
Vandalism .....	17 .....	XXVI
Wages .....	17 .....	XXV

## **AGREEMENT**

### **PREAMBLE**

THIS AGREEMENT entered into between Black Hawk County Board of Health hereinafter referred to as the Employer, and AFSCME Local 679, Iowa Public Employee Council 61, AFL-CIO, hereinafter referred to as the Union has as its purpose the promotion of harmonious relations between the Employer and the Union; maintain and increase individual efficiency and quality of service; and to express complete agreement between the parties.

### **ARTICLE I** **RECOGNITION**

1.1: The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment covered by the Act, for all employees of Black Hawk County Board of Health as covered in PERB Case #1454.

### **ARTICLE II** **SEPARABILITY AND SAVINGS**

2.1: If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such a decision, the parties agree to negotiate immediately a substitute for the invalidated article, section, or portion thereof.

### **ARTICLE III** **NO STRIKE - NO LOCKOUT**

3.1: The parties agree to faithfully abide by the applicable provisions of the Act. Neither the Union, its officers or agents, nor any employees covered by this Agreement will instigate, promote, sponsor, engage in, encourage, sanction, suggest or condone any strike, sympathy strike, slowdown, concerted stoppage of work, picketing the Employer's premises, boycotting, sit-ins, mass resignations, mass absenteeism, the willful absence from one's position, any other intentional interruption of the operations of the Board of Health or related activities as covered in Section 12 of the Act.

3.2: The Employer pledges that it will not engage in a lockout during the term of this Agreement as a result of a labor dispute with the Union.

3.3: Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Employer.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE**

4.1: The parties agree that orderly and expeditious resolution of grievances is desirable. Any grievance or dispute that may arise between the parties regarding the violation, application, meaning, or interpretation of the expressed provisions of this Agreement shall be adjusted in accordance with the following procedure:

4.2: **Informal:** An employee shall discuss a complaint or problem orally with his immediate supervisor or his designated representative within eight (8) working hours following the employee's knowledge of its occurrence in an effort to resolve the problem in an informal manner. In the event an immediate supervisor or designee is inaccessible, the matter will be allowed progression to Step 1.

4.3: **Grievance Steps:**

Step 1: If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union may present a grievance in writing to his immediate supervisor within five (5) working days following the oral discussion. The grievance must be signed by the aggrieved employee and the Union and state the matter of the grievance, the facts on which it is based, the provision(s) of the agreement allegedly violated, and the relief desired. A copy of the grievance shall be forwarded to the Human Resources Director. Within five (5) working days of this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2: If the supervisor's answer fails to resolve the grievance, the aggrieved employee and/or the Union may, within three (3) working days, present the grievance in writing to the Department Head. The Department Head shall, within three (3) working days, meet and discuss the grievance with the aggrieved employee and then reply in writing within three (3) working days. A copy of the grievance and the Department Head's answer shall be forwarded to the Human Resources Director.

Step 3: If the Department Head's answer in Step 2 fails to resolve the grievance, the aggrieved employee and/or the Union may refer the grievance to the Human Resources Director within three (3) working days of the receipt of the Step 2 answer. Following a meeting with the aggrieved employee and/or the Union, the County Human Resources Director shall answer the grievance in writing within five (5) working days.

Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within five (5) working days after the date of the Human Resources Director's answer given in Step 3.

4.4: If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written

agreement of the Employer and Union representatives involved in each step. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive. Designated holidays are not considered "working days" under this article.

4.5: After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) working days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Federal Mediation and Conciliation Service or Iowa Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list. The party striking first shall be determined by the "flip" of a coin; the other party shall then strike one name. The process will be repeated and the remaining person shall be accepted by both parties as the arbitrator to hear and decide the pending case.

4.6: The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or vary in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement or the facts of grievance presented. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator will be paid equally by the Employer and the Union. Each party shall pay its own cost of preparation and presentation for arbitration. No stenographic transcript of the arbitration hearing shall be made unless requested by a party. The cost of stenographic reporting of the hearing shall be borne by the party requesting the same, except that the other party may request a copy of such transcript, in which case the parties shall equally divide the cost of stenographic reporting and of the transcripts.

4.7: All grievance and arbitration meetings under this Article are to be held in private and are not open to the public.

## **ARTICLE V** **SENIORITY**

5.1: **Definition:** Seniority means an employee's length of continuous service with the Employer since his last date of hire.

5.2: **Probation Period:** Each employee shall be considered as a probationary employee for his first six (6) months of paid continuous service, after which his seniority shall date back to his date of hire. There shall be no seniority among probationary employees and they may be laid off, discharged, or otherwise terminated at the sole discretion of the Employer. Employees who have breaks in their normal schedule (e.g., school nurses and health assistants) shall not be required to restart their probationary period.

5.3: **Seniority Lists:** The department shall supply to the Union an updated seniority list showing the continuous service of each employee. An employee's standing on the seniority list will be final

unless protested in writing to the department within thirty (30) days after the list is supplied to the Union.

**5.4: Breaks in Continuous Service:** Seniority and the employment relationship shall be broken and terminated if an employee:

- A. Quits
- B. Is discharged for cause.
- C. Is absent from work for three (3) consecutive working days without notification to the agency.
- D. Is laid off and fails to report to work within five (5) working days after having been recalled.
- E. Fails to report for work at the termination of a leave of absence.
- F. Accepts other full-time employment without permission while on a leave of absence for personal or health reasons.
- G. Retires or has retired.
- H. If the employee gives a false reason for a leave of absence.
- I. If a settlement with the employee has been made for total disability.
- J. If the employee falsifies pertinent information on his application for employment.

**5.5: Work Force Changes:**

**Transfers and Promotions:** The term “promotion,” as used in this provision, means the advancement of an employee to a higher paying position. In order for an employee to formally apply for a transfer to an equal or lower paying pay grade, the transfer must include movement to another division and a change of supervisor for the applicant. Movement within a division of the Health Department may be informally requested, but the final decision is at the sole and total discretion of the employee's supervisor.

Whenever a job opening occurs, other than a temporary opening as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such opening shall be posted on the bulletin board for three (3) working days.

During this period, employees who wish to apply for the open position or job may do so. The applications shall be in writing and shall be submitted to the Human Resources Director.

In determining the successful applicant, qualifications such as ability, experience, training, work history, and aptitude shall be the primary consideration. Where qualifications are equal, seniority shall govern.

A part-time employee may secure a second part-time job through the provisions of this article in the Health Department as long as it does not interfere with the employee's current job.

**5.6: Temporary Transfers:** Vacancies in existing job classifications, job vacancies in existing job classifications that are not occupied due to an employee illness, employee leave of absence, or any other reason, shall be filled by the Employer on the basis of a temporary transfer. During the period of temporary transfer the job shall be posted for three (3) working days on all bulletin

boards.

- A. An employee desiring to transfer to the job shall submit an application in writing to the Human Resources Director.
- B. The job posting shall clearly state that this is a temporary opening and shall state the approximate length of the opening.
- C. At the end of the temporary opening, the employee shall return to his previous position.
- D. An employee assigned to a temporary job opening shall be paid the wage rate established for the job or his own wage rate, whichever is higher.

5.7: **Layoffs:** When the working force is to be reduced, employees will be laid off in the following order: 1) temporary; 2) probationary; 3) permanent employees. The employee removed can then replace the employee with the least bargaining unit seniority equal to or in a lower rate classification, provided the employee is qualified without additional training. Full-time and part-time employees shall have their seniority listed on one list. The last date of hire for both full-time and part-time employees shall count for purposes of layoff.

5.8: Notification of layoff will be provided at least fourteen (14) calendar days in advance.

5.9: **Recall:** An employee who is laid off shall have recall rights for one (1) year. Upon recall from layoff, employees will be returned to work in reverse order from which they were laid off, if they are qualified to perform the work available. The employee will then be returned to his previously held classification when it reopens.

5.10: **Transfer and Promotion Probationary Period:** An employee bidding into a new job classification, or transferring to another department within the same job classification, shall be given up to sixty (60) days to satisfactorily perform the job. During the probationary period, the employee shall receive orientation to the duties of the position. If the bidder/transferee fails to satisfactorily perform the job during the probationary period, the bidder/transferee will be allowed to return to his/her former position provided the former position is vacant. If the former position is not vacant, the bidder/transferee shall be assigned to a vacant position as long as the bidder/transferee is qualified to perform the job duties of the vacancy and the vacant position is rated at the same pay grade, or lower, than the pay grade of the bidder's/transferee's former position. If a vacancy does not exist, the bidder/transferee shall be placed on leave without pay until a vacancy becomes available. The vacancy must meet the same conditions as previously described in this section in order for the bidder/transferee to return from leave of absence. An individual who fails to successfully perform the job may not re-bid the job for a period of twenty-four (24) months.

## **ARTICLE VI**

### **LEAVE OF ABSENCE**

6.1: **Policy:** Upon giving reasons satisfactory to the Employer, an employee may be granted a leave of absence without pay for a period of time mutually agreeable between the employee and the department head. In order to receive an unpaid leave of absence, the employee shall make written request, giving the reasons for the necessity of an unpaid leave, to the Department Head or his designee for his approval. The Department Head's or his designee's written decision shall be given to the employee within ten (10) working days from the date the Department Head or

designee received the employee's written request.

6.2: **Return From Leave:** Upon return from an unpaid leave of absence, the employee shall be entitled to his former position and shall be reinstated at the grade and step occupied at the time he began his leave; provided however, that the employee is physically fit to assume all of the essential functions of his prior duties. An employee who fails to return from an unpaid leave of absence on the date specified in the request shall be considered to have resigned his position, unless a written request for extension has been submitted by the employee, recommended by the Department Head, and approved by the Board of Health.

6.3: **Accrual of Benefits:** While on an unpaid leave of absence, an employee shall not accrue sick leave or vacation benefits. Nor shall time spent on an unpaid leave of absence be considered time worked for the purposes of receiving an in-grade increment. Employees must pay their own group health and life insurance premiums for that portion of a leave of absence in excess of thirty (30) days. Except, however, the Employer shall pay the cost of whatever type of health insurance the employee had in effect at the time of beginning the leave of absence if the employee's leave is pursuant to the Family and Medical Leave Act or due to a work-related injury or illness as determined by the County's workers' compensation carrier.

6.4: **Reporting:** Requests for an unpaid leave of absence must be made by the Department Head by completing the Personnel Action Request form and forwarding the form together with the employee's written request to the Human Resources Office for appropriate action.

6.5: **Unpaid Leave for Union Business:** Leave of absence without pay may be granted for an employee elected to a union position. Such leave shall not exceed one (1) year or the term of office, whichever is shorter. An employee may request a leave of absence in writing stating the reason and time necessary. A request for leave of absence to serve in a union position shall receive approval of both the Employer and the Union.



6.6: **Sick Leave:**

A. Each full-time employee shall accrue sick leave at the rate of ten (10) hours per month of continuous employment. Maximum accumulation shall be nine hundred and sixty (960) hours.

B. Each active part-time employee that is budgeted at .6 FTE or above will receive forty (40) hours of sick leave per year. Maximum accumulation shall be nine hundred and sixty (960) hours. Each part-time employee that accrues sick leave will receive it at the rate of ten (10) hours per quarter. This will be credited at the beginning of each quarter.

C. Employees who change status from full-time to part-time or part-time to full-time shall not lose their accrued sick leave benefits.

6.7: **Use of Sick Leave:** Accumulated sick leave may be used for any of the following:

A. Serious or confining illness of the employee.

B. There shall be up to a total of fifteen (15) days available per year for serious or contagious illness of a member of the employee's immediate family and the employee reports his presence is required. Immediate family shall be defined as spouse, parents, step-parents, parents of spouse, children and step-children.

C. Medical or dental appointments which cannot be scheduled during non-working hours for the employee or a member of the employee's immediate family and the employee reports his presence is required. (Immediate family as defined above in Step B.)

D. Female employees may use accumulated sick leave for absences occasioned by pregnancy or complications resulting therefrom, and for recovery from childbirth or miscarriage. Female employees who do not have sufficient accumulations of sick leave to cover such absences shall be eligible for an unpaid leave of absence on the same basis as other employees.

6.8: **Verification:** The County reserves the right to require satisfactory proof of illness, which may include a physician's statement or other evidence. Unauthorized use of sick leave will result in loss of pay for the duration of the absence, and may be considered grounds for further disciplinary action.

6.9: **Notification:** When absences due to sickness are necessitated, the employee shall notify his supervisor or supervisor's designee within two (2) hours of the beginning of his scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

6.10: **Sick Leave Casual Day:** Employees may accrue one (1) casual day for every four (4) months of zero sick leave usage. The four-month time frames are July 1 through October 31, November 1 through February 28, and March 1 through June 30. Sick leave casual days must be used within one (1) year of the date it is earned. Any accrued sick leave casual day(s) shall be forfeited upon termination.

6.11: **Probationary Employees**: Employees are not eligible for sick leave benefits during the first ninety (90) days of employment. However, employees shall be credited with accrued sick leave as of the date of employment.

6.12: **Funeral Leave**: Permanent full-time employees shall be eligible for a paid leave of absence because of a death in the immediate family according to the schedule which appears below. For the purpose of this section, immediate family is defined as spouse, mother, father, step-parent, sister, brother, son, daughter, step-child, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

6.13: **Schedule of Leave**: Upon satisfactory evidence of a death in the immediate family, a paid leave of absence shall be granted according to the following schedule:

- A. Spouse, parent, child - a paid leave of absence of not more than five (5) working days.
- B. Brother, sister - a paid leave of absence of not more than three (3) working days.
- C. Grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law - a paid leave of absence of not more than one (1) working day.

6.14: **Funeral Leave for Part-Time Employees**: Part-time employees budgeted at a minimum of 0.5 FTE or more shall be allowed the same paid leave of absence granted to full-time employees. These days will be paid at the employee's part-time budgeted amount.

6.15: **Extension**: Other funeral leave days that the employee may find necessary per paragraph 6.13 shall be without pay or with other available leave.

6.16: **Reporting**: Requests for a paid leave of absence while on military leave must be made by the Department Head by completing a Personnel Action Request form and forwarding the form together with a copy of the employee's military orders to the Human Resources Office for appropriate action.

## **ARTICLE VII** **STEWARDS**

7.1: The Employer recognizes the right of the Union to elect stewards. A written list of names of the stewards or designated representatives of the Union employed by the County will be furnished to the Employer by the Union after their designation and all changes in the representation shall be given to the Public Employer by the Union.

7.2: Stewards may process and present grievances in their work areas, provided, however, they first secure the permission of their immediate supervisor.

## **ARTICLE VIII** **HOURS OF WORK**

8.1: The normal work day for regular full-time employees shall be eight (8) hours excluding non-paid lunch period. The normal work week for regular full-time employees shall consist of five (5)

days, consecutive if possible, and shall normally be of forty (40) hours' duration. This section shall not be construed as and is not a guarantee of any number of hours of work per day or per week.

8.2: Should it be necessary in the judgment of the Employer to establish daily or weekly work schedules departing from the normal work day or the normal work week, notice of such a change shall be given to the Union at least two (2) weeks in advance of the effective date, except in emergency or temporary situations.

8.3: Employees budgeted at .4 FTE or above will receive holiday and insurance benefits based on the employee's budgeted amount as provided in the Agreement.

8.4: **Charting Time:** Homemakers/Home Health Aides will be paid at the rate of one (1) hour per week for those working less than twenty-five (25) hours per week. It will be paid at the rate of one and a half (1.5) hours per week for those working more than twenty-five (25) hours per week.

8.5: **Travel Time:** Homemakers/Home Health Aides will be paid travel time between clients at the rate of two (2) minutes per mile.

8.6: **Twenty-Four Hour Care:** Home Health Aides will be paid \$100.00 per day for twenty-four hour care.

## **ARTICLE IX** **OVERTIME**

9.1: Overtime shall be paid at the rate of one-and-one-half (1-1/2) times the employee's hourly rate of pay for all hours worked in excess of forty (40) hours per work week or accrued as compensatory time at the rate of one-and-one-half (1-1/2) times all hours worked in excess of forty (40) hours per work week. An employee's compensatory time balance shall not exceed eighty (80) hours. Earned overtime exceeding the employee's eighty (80) hour compensatory time balance shall be paid at a rate of one-and-one-half (1-1/2) the employee's hourly rate of pay.

9.2: All overtime must be approved in advance by the Department Head or his designated representative.

9.3: Overtime opportunities will be distributed as equally as practicable among employees in the same job classification, department, and shift. Overtime shall be implemented on a rotational basis by unit and shift so that each employee shall be afforded the opportunity to work overtime.

9.4: If, upon the complaint of an employee, it is determined that there has been a misassignment or an error in the distribution of overtime opportunities, such employee shall be assigned to the next overtime opportunity in his classification, department, and shift.

## **ARTICLE X** **MEAL PERIODS**

10.1: The Employer shall grant an unpaid meal period not to exceed one (1) hour during the normal work day. Whenever possible, the meal period shall be scheduled at the middle of each work day.

## **ARTICLE XI**

### **REST PERIODS**

11.1: During their normal eight (8) hour work day, employees will be granted two (2) fifteen (15) minute rest periods. The rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

## **ARTICLE XII**

### **HOLIDAYS**

12.1: **Holidays Recognized and Observed:** Regular full-time employees, and part-time employees, (per 8.3), will be eligible for the following eleven (11) paid holidays:

- New Year's Day - January
- President's Day - Third Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - First Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - Fourth Thursday in November
- Day after Thanksgiving
- Christmas Day - December 25
- Floating Christmas Holiday - described below
- Employee's Birthday

A holiday occurring on Saturday shall be observed on the Friday preceding and a holiday occurring on Sunday shall be observed on the following Monday. With concurrence of the Employer, employees will be allowed to take their birthday holiday seven (7) calendar days before or after the actual birth date.

12.2: **Floating Christmas Holiday:** When Christmas falls on Thursday, Sunday, or Monday, in addition to the observed Christmas Holiday, the following work day shall also be observed. When Christmas falls on Tuesday, Wednesday, Friday, or Saturday, in addition to the observed holiday, the preceding work day shall also be observed.

12.3: **Personal Days:** Four (4) personal days or thirty-two (32) hours shall be available to each full-time employee each July 1. New employees shall accrue eight (8) hours of personal time per quarter until the following July 1. Personal days must be used during the fiscal year or they will be lost. No reimbursement will be made for unused personal days upon termination from employment.

12.4: **Eligibility:** In order to be paid for holiday leave, the employee must work on the work day immediately preceding and following said holiday. For the purposes of this Article, sick leave, vacation leave, jury duty, compensatory time, personal days, and military leave shall be considered time worked.

12.5: **Holiday Work:** An employee who is called in to work on a holiday shall receive one and one-half (1 1/2) times his regular straight time hourly rate of pay for all hours worked to his holiday pay.

### **ARTICLE XIII** **INSURANCE**

13.1: Permanent full-time employees and dependents shall be provided the Employer's Preferred Provider group health and dental insurance after the initial ninety (90) days of employment. Effective July 1, 2006 through June 30, 2007 employees electing single coverage shall contribute Fifty dollars (\$50.00) and employees electing dependent coverage shall contribute One Hundred dollars (\$100.00) toward the cost of the monthly premium. Effective July 1, 2008, employees electing single coverage shall contribute Sixty dollars (\$60.00) and employees electing dependent coverage shall contribute One Hundred and Twenty dollars (\$120.00) toward the cost of the monthly premium.

The monthly premium shall be divided equally between the first two pay periods of each month. Where there are two (2) married employees employed by the County, they may take one (1) family plan or two (2) single plans. The Employer shall have the exclusive right to select the carrier for such insurance without reduction or change in benefits. The Employer agrees to maintain group health insurance for each employee equivalent to that in effect on the effective date of this Agreement.

**The Plan Provisions Effective 7/1/06 are:** (See next page for plan provisions effective 7/1/08).

<b><u>Preferred Provider Plan</u></b>	
Deductible	\$500 Single \$1,000 Family
Co-Payment	\$20 (Per PPO Office Visit)
Co-Insurance	85%-15%
Prescription Drugs (No deductible)	20% Generic with \$20 maximum per fill
(30-Day Retail Preferred	30% Formulary with \$40 maximum per fill
Pharmacy)	40% Non-Formulary with \$80 maximum per fill

90 Day Mail Order Prescription	Generic	\$10.00 Co-pay
	Formulary	\$30.00 Co-pay
	Non-Formulary	\$60.00 Co-pay
Out-Of-Pocket Maximum	\$1,000 Single	
	\$2,500 Aggregate Family	
Lifetime Maximum Benefit	\$1,000,000	

**\*Non-Network Provider Provisions Effective 7/1/06**

Deductible	\$1,500 Single
	\$3,000 Family
Co-Insurance	60%-40%
Prescription	No coverage, except in emergency. If emergency, will cover per PPO rates
Out-Of-Pocket Maximum	\$3,000 Single
	\$6,000 Family

*\*The Non-network Provider Provision becomes effective when an employee elects to utilize a care provider who is not a network participant.*

**Effective July 1, 2008, the preferred provider plan provisions shall be changed as follows:\*\***

Deductible	\$750 Single
	\$1,500 Family
Co-Payment	\$25 (Per PPO Office Visit)
Co-Insurance	80%-20%
Out-Of-Pocket Maximum	\$1,500 Single
	\$3,000 Aggregate Family

\*\*All other preferred provider and non-network provider provisions shall remain the same as 7/1/06 plan provisions.

13.2: Employees budgeted at .4 FTE or above shall be eligible to receive pro rata group insurance benefits for employees and dependents after the initial 90 days of employment based on the current group health insurance plan.

13.3: The Employer will provide Twenty-five Thousand dollars (\$25,000) life insurance for each employee, part-time and full-time. The Employer retains the right to select the carrier.

13.4: **Pre-Tax Reimbursement Account:** All employees may participate in the Employer's flexible spending plan, which under IRS regulations, allows employees to pay for health care and dependent care from pre-tax dollars.

13.5: The Employer agrees to maintain dental insurance coverage for each eligible employee and dependent. The Employer shall maintain the exclusive right to select the carrier for such insurance.

**Dental Plan:**

\$750 maximum coverage per eligible member per calendar year.

Deductible: \$25 per member; \$75 maximum per family per calendar year

Check-ups and teeth cleaning - 80%-20%

Cavity repair and tooth extractions - 80%-20%

High-cost fillings, root canals, gum, and bone diseases (non-surgical) - 80%-20%

Dentures and bridges - 50%-50%

Teeth straightening (limited to unmarried dependent children under a family contract to age 19) - 50%-50% (\$750 per individual per lifetime)

Gum and Bone Disease (surgical) - 50%-50%

**ARTICLE XIV  
EDUCATION AND TRAINING**

14.1: The department will provide opportunities for education and staff training as funds permit. Attendance at any such training involving absence from work and/or reimbursement for travel, lodging, etc., require(s) prior departmental approval.

14.2: The criteria for evaluating a request to attend training courses shall be that the estimated value to the department from the course is commensurate with the total cost including tuition, transportation, meals, lodging, pay, and other expenses; that consideration be given to the quality of both the curriculum and the instructors involved so as to be reasonably certain that the course will be practical and usable in departmental operation; and that in the case of a prolonged course of instruction, there will be adequate coverage of the employee's normal duties during his absence.

14.3: Employee training to improve work performance of the employee in his present position, both by means of in-service instruction and outside instructional courses, may be conducted during or after the employee's working hours. Training to prepare the employee for promotion shall be on the employee's own time, unless because of shortage of manpower or other circumstances, it is in the County's interest to use work time.

**ARTICLE XV  
EMPLOYEE/PATIENT RELATIONSHIPS**

15.1: Both the Union and the Employer recognize their duty to provide the best possible care, physical and emotional, for the patients they serve. The employer agrees, therefore, to make training programs available on work time dealing with all facets of patient care. The employer recognizes the employee's right to defend him/herself in the event a patient physically threatens the employee. The Employer shall provide at no cost to the employee, malpractice insurance for those employees who are required to be covered.

**ARTICLE XVI  
JURY DUTY**

16.1: Each full-time or part-time permanent employee shall be entitled to a paid leave of absence for the time spent serving on a jury. To receive payment for such duty, the employee must give prior notice that he has been summoned for jury duty, submit certification of service, and assign all fees received for such duty, not including travel allowance or reimbursement of meal expenses, to the Employer.

16.2: The Department's obligation to pay an employee for performance of jury duty under this article is limited to a maximum of sixty (60) days in any calendar year.

## **ARTICLE XVII**

### **VACATION**

17.1: **Method of Earning:** Each regular full-time employee shall accrue vacation hours on a bi-weekly pay period basis according to the following schedule:

<u>Years or Service</u>	<u>Bi-Weekly Accrual Rate</u>
1 year	1.54 hours accrual
2-4 years	3.08 hours accrual
5-12 years	4.62 hours accrual
13-19 years	6.16 hours accrual
20 + years	7.70 hours accrual

The Bi-Weekly Vacation Accrual Rate shall become effective at the beginning of the pay period in which the anniversary date of the qualified employee occurs.

17.2: **Eligibility:** Only full-time employees are eligible for full vacation time. Vacation time will be pro-rated based on budgeted FTE's for part-time employees upon completion of their six (6) month probationary period. There is no minimum hourly requirement for pro-rata vacation.

An employee is not eligible to use accrued vacation or receive reimbursement upon termination during the employee's probationary period.

17.3: **Accumulation:** Earned vacation time may be accrued up to two (2) times the employee's maximum annual total accrual. For example, if an employee's accrual rate is 3.08 hours per bi-weekly pay period, the employee's accrued vacation balance may not exceed one hundred sixty (160) hours. If an employee's vacation accrual balance has reached its maximum amount, all earned vacation exceeding this amount shall be forfeited.

17.4: **Requests for Vacation Leave:** Vacation Leave is a right to be enjoyed by all eligible employees. However, the scheduling of vacation leave is dependent upon the judgment and discretion of the Department Head for whom the employee works. Department Heads may require rescheduling of vacation leave when, in their judgment, it is necessary for the efficient operation of the department. Vacation leave shall be taken in increments of not less than two (2) hours unless the employee's supervisor approves an exception which shall be at the sole discretion of the supervisor.

## **ARTICLE XVIII**

### **LONGEVITY**

18.1: **Eligibility:** Each full-time bargaining unit employee shall be eligible for longevity pay based upon consecutive years of employment within the County. Each part-time bargaining unit employee budgeted at .5 FTE or above shall be eligible for longevity pay based upon consecutive years of employment within the County.



Longevity rates for full-time and part-time employees are as follows:

	<u>Full-Time</u>	<u>Part-Time</u>
4 years but less than 8 years	\$45.00	\$22.50
8 years but less than 12 years	\$55.00	\$27.50
12 years but less than 16 years	\$65.00	\$32.50
16 years but less than 20 years	\$75.00	\$37.50
20 years or more	\$85.00	\$42.50

18.2: **Payment**: Payment for longevity shall be divided between the first two pay periods of each month.

18.3: **Employees on Leave or Layoff**: An employee who receives no wages during a pay period shall not receive longevity pay for the pay period.

## **ARTICLE XIX** **EVALUATIONS**

19.1: Each employee shall be evaluated at the end of his probationary period and annually from that date forward.

## **ARTICLE XX** **LABOR-MANAGEMENT COMMITTEE**

20.1: The Employer and the Union agree to conduct labor-management meetings upon the request of either party. The meeting may be attended by no more than two (2) employer representatives and two (2) employee representatives selected by the Union. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. The Committee shall meet at a mutually agreeable time and place, during working hours, and without loss of pay.

## **ARTICLE XXI** **CALL-IN TIME**

21.1: Any employee reporting for work on his regularly scheduled shift or any other day when he is requested to report shall receive a minimum of two (2) hours pay at his straight-time hourly rate. This provision shall not apply if the employee was notified not to report for work or if the lack of work was caused by unavoidable breakdown of equipment, power failure, or any other conditions beyond the control of the Employer. Temporary work, if available, must be performed.

21.2: An employee called back to work after having gone home shall receive a minimum of two (2) hours straight-time pay or pay for the actual time worked, at the applicable overtime rate, if any, whichever is greater. The Employer may assign such employee to any work which he is qualified to perform during such period.

21.3: Any employee required to carry the department pager outside of scheduled hours shall be paid on-call pay. The employee will be expected to call the management staff within fifteen (15) minutes of being paged. The employee must be prepared to work within one (1) hour and be substance free and be able to perform his or her job duties while on call.

Home Care Aides and professional staff will be paid \$7.50 per day for on-call pay. Professional staff on call during weekends and holidays will be paid \$15.00 per day. On-call assignment is at the discretion of management and will, when possible, be rotated among staff.

## **ARTICLE XXII** **INCLEMENT WEATHER**

22.1: If, due to inclement weather, an employee arrives to work after his scheduled shift begins or is unable to arrive at work, he, at the employee's discretion, may use earned compensatory time, vacation time, personal time (not less than one-half (1/2) day increment), or leave without pay without any disciplinary action.

## **ARTICLE XXIII** **GENERAL PROVISIONS**

23.1: The Union agrees to hold the Employer harmless against any claim, demand, suit, or liability, monetary or otherwise, and for all legal costs arising from any action taken or not taken by the Union with the respect to its responsibility to provide fair representation.

23.2: Representatives of the Union, previously accredited to the Employer in writing by the Union, shall be permitted to come on the premises of the Employer for the purpose of investigating and discussing grievances if they first notify the Department Head or his designated representative.

## **ARTICLE XXIV** **CHECK-OFF**

24.1: The Employer agrees to make deductions for Union membership dues as are approved by the Union, from the pay of those employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer in writing by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the fifteenth (15th) of the current month after such deductions are made.

Termination of payroll deduction of Union dues shall be only by written request to the Union and the Employer at least thirty (30) days in advance of the desired termination date.

24.2: Cards for the authorization for payroll deduction shall be provided by the Union. The pledge on said card shall not conflict with any provisions of this Agreement or any applicable provisions of the State Law.

24.3: The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, order, or judgments brought or issued against the Employer as a result of any action taken or not taken by the employees under the provisions of this Article.

## **ARTICLE XXV** **WAGES**

25.1: **Wage Schedule**: Effective the beginning of the pay period nearest to July 1 of each

contract fiscal year, employees shall be compensated in accordance with the salary schedules attached to this Agreement and marked "Appendix A-2 (FY07), Appendix A-3 (FY08) and Appendix A-4 (FY09)." The attached wage schedules shall be considered a part of this Agreement. Pay increments shall be effective at the beginning of the pay period nearest the anniversary date of the qualified employee.

**ARTICLE XXVI**  
**VANDALISM**

26.1: Major, reported vandalism inflicted upon an employee's personal vehicle during the performance of departmental duties may be reimbursed up to \$100.

**ARTICLE XXVII**  
**SAFETY SHOES**

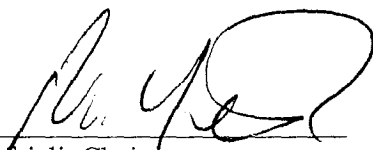
27.1: The Employer will reimburse Public Health Officers for safety shoes when they are required in the performance of job duties. The maximum reimbursement shall be Thirty dollars (\$30.00) per fiscal year. Claims for reimbursement shall be accompanied by adequate proof of purchase.

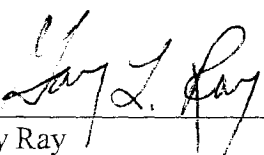
**ARTICLE XXVIII**  
**TERMINATION**

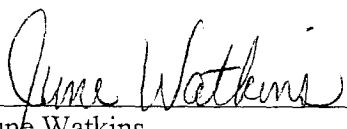
28.1: This Agreement shall be effective as of the 1st day of July, 2006, and shall remain in full force and effect until the 30th day of June, 2009. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing on or before September 15, 2008, that it desires to modify this Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands this 30<sup>th</sup> day  
of August, 2006.

FOR THE EMPLOYER:

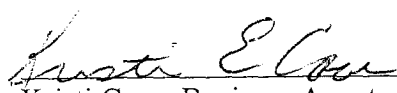
  
Michele Yehieli, Chairperson  
Black Hawk County Board of Health


  
Gary Ray  
County Chief Negotiator


  
June Watkins  
Human Resources Director

  
Thomas O'Rourke, Director  
Local Health Department

FOR THE UNION:

  
Kristi Cave, Business Agent  
AFSCME Local Union #679

  
Mike Prideaux, President  
AFSCME Local Union #679

  
AFSCME Local Union #679

AFSCME Local Union #679

**JOB CLASSIFICATIONS BY PAY GRADE**  
**BLACK HAWK COUNTY HEALTH DEPARTMENT**

---

PAY GRADE 303

Homemaker

PAY GRADE 352 / GS-2

Homemaker/Home Health Aide  
School Health Assistant

PAY GRADE 356 / GS-6

Clerk Typist II

PAY GRADE 357 / GS-7

Public Health Technician

PAY GRADE 358 / GS-8

Medical Records Typist  
Clerk Typist III

PAY GRADE 359 / GS-9

Account Clerk II  
Licensed Practical Nurse

PAY GRADE 363 / GS-13

PAY GRADE 364 / GS-14

Community Program Coordinator  
Health Educator  
Public Health Officer  
Public Health Nurse  
Substance Abuse Evaluator/Educator

PAY GRADE 365 / GS-15

Nurse Practitioner

BLACK HAWK COUNTY HEALTH DEPARTMENT PAY PLAN  
FY07 (July 1, 2006 to June 30, 2007)  
38 Cents ATB

Pay Grade	Start	6-month										
	1	2	3	4	5	6	7	8	9	10	11	12
303/Hmkr	\$7.56	\$7.74	\$7.93	\$8.09	\$8.27	\$8.47	\$8.65	\$8.86				
351/GS-1	\$8.62	\$8.84	\$9.03	\$9.23	\$9.47	\$9.66	\$9.91	\$10.12	\$10.38	\$10.61		
352/GS-2	\$9.03	\$9.23	\$9.47	\$9.66	\$9.91	\$10.12	\$10.38	\$10.61	\$10.83	\$11.09		
353/GS-3	\$9.47	\$9.66	\$9.91	\$10.12	\$10.38	\$10.61	\$10.83	\$11.09	\$11.34	\$11.61		
354/GS-4	\$9.91	\$10.12	\$10.38	\$10.61	\$10.83	\$11.09	\$11.34	\$11.61	\$11.85	\$12.16		
355/GS-5	\$10.38	\$10.61	\$10.83	\$11.09	\$11.34	\$11.61	\$11.85	\$12.16	\$12.43	\$12.72		
356/GS-6	\$10.83	\$11.09	\$11.34	\$11.61	\$11.85	\$12.16	\$12.43	\$12.72	\$13.02	\$13.35		
357/GS-7	\$11.34	\$11.61	\$11.85	\$12.16	\$12.43	\$12.72	\$13.02	\$13.35	\$13.65	\$13.96		
358/GS-8	\$11.85	\$12.16	\$12.43	\$12.72	\$13.02	\$13.35	\$13.65	\$13.96	\$14.31	\$14.63		
359/GS-9	\$12.43	\$12.72	\$13.02	\$13.35	\$13.65	\$13.96	\$14.31	\$14.63	\$14.96	\$15.32		
360/GS-10	\$13.02	\$13.35	\$13.65	\$13.96	\$14.31	\$14.63	\$14.96	\$15.32	\$15.68	\$16.08		
361/GS-11	\$13.65	\$13.96	\$14.31	\$14.63	\$14.96	\$15.32	\$15.68	\$16.08	\$16.43	\$16.81		
362/GS-12	\$14.31	\$14.63	\$14.96	\$15.32	\$15.68	\$16.08	\$16.43	\$16.81	\$17.21	\$17.62		
363/GS-13	\$14.96	\$15.32	\$15.68	\$16.08	\$16.43	\$16.81	\$17.21	\$17.62	\$18.08	\$18.49	\$18.91	\$19.36
364/GS-14	\$15.68	\$16.08	\$16.43	\$16.81	\$17.21	\$17.62	\$18.08	\$18.49	\$18.91	\$19.36	\$19.83	\$20.30
365/GS-15	\$16.43	\$16.81	\$17.21	\$17.62	\$18.08	\$18.49	\$18.91	\$19.36	\$19.83	\$20.30	\$20.78	\$21.32

Time in Steps: \_\_\_\_\_

Step 1: Hire  
Step 2: 6 months  
Step 3 - 12: Yearly from 6-month step

Wage scale effective the beginning of pay period closest to July 1, 2006.

Step increments effective the beginning of pay period nearest employee's anniversary date.

BLACK HAWK COUNTY HEALTH DEPARTMENT PAY PLAN  
FY08 (July 1, 2007 to June 30, 2008)  
2.75% ATB

Pay Grade	Start	6-month										
	1	2	3	4	5	6	7	8	9	10	11	12
303/Hmkr	\$7.77	\$7.95	\$8.15	\$8.31	\$8.50	\$8.70	\$8.89	\$9.10				
351/GS-1	\$8.86	\$9.08	\$9.28	\$9.48	\$9.73	\$9.93	\$10.18	\$10.40	\$10.67	\$10.90		
352/GS-2	\$9.28	\$9.48	\$9.73	\$9.93	\$10.18	\$10.40	\$10.67	\$10.90	\$11.13	\$11.39		
353/GS-3	\$9.73	\$9.93	\$10.18	\$10.40	\$10.67	\$10.90	\$11.13	\$11.39	\$11.65	\$11.93		
354/GS-4	\$10.18	\$10.40	\$10.67	\$10.90	\$11.13	\$11.39	\$11.65	\$11.93	\$12.18	\$12.49		
355/GS-5	\$10.67	\$10.90	\$11.13	\$11.39	\$11.65	\$11.93	\$12.18	\$12.49	\$12.77	\$13.07		
356/GS-6	\$11.13	\$11.39	\$11.65	\$11.93	\$12.18	\$12.49	\$12.77	\$13.07	\$13.38	\$13.72		
357/GS-7	\$11.65	\$11.93	\$12.18	\$12.49	\$12.77	\$13.07	\$13.38	\$13.72	\$14.03	\$14.34		
358/GS-8	\$12.18	\$12.49	\$12.77	\$13.07	\$13.38	\$13.72	\$14.03	\$14.34	\$14.70	\$15.03		
359/GS-9	\$12.77	\$13.07	\$13.38	\$13.72	\$14.03	\$14.34	\$14.70	\$15.03	\$15.37	\$15.74		
360/GS-10	\$13.38	\$13.72	\$14.03	\$14.34	\$14.70	\$15.03	\$15.37	\$15.74	\$16.11	\$16.52		
361/GS-11	\$14.03	\$14.34	\$14.70	\$15.03	\$15.37	\$15.74	\$16.11	\$16.52	\$16.88	\$17.27		
362/GS-12	\$14.70	\$15.03	\$15.37	\$15.74	\$16.11	\$16.52	\$16.88	\$17.27	\$17.68	\$18.10		
363/GS-13	\$15.37	\$15.74	\$16.11	\$16.52	\$16.88	\$17.27	\$17.68	\$18.10	\$18.58	\$19.00	\$19.43	\$19.89
364/GS-14	\$16.11	\$16.52	\$16.88	\$17.27	\$17.68	\$18.10	\$18.58	\$19.00	\$19.43	\$19.89	\$20.38	\$20.86
365/GS-15	\$16.88	\$17.27	\$17.68	\$18.10	\$18.58	\$19.00	\$19.43	\$19.89	\$20.38	\$20.86	\$21.35	\$21.91

Time in Steps: _____	
Step 1:	Hire
Step 2:	6 months
Step 3 - 12:	Yearly from 6-month step

Wage scale effective the beginning of pay period closest to July 1, 2007.  
Step increments effective the beginning of pay period nearest employee's anniversary date.

## BLACK HAWK COUNTY HEALTH DEPARTMENT PAY PLAN

FY09 (July 1, 2008 to June 30, 2009)

3% ATB

Pay Grade	Start	6-month										
	1	2	3	4	5	6	7	8	9	10	11	12
303/Hmkr	\$8.00	\$8.19	\$8.39	\$8.56	\$8.76	\$8.96	\$9.16	\$9.37				
351/GS-1	\$9.13	\$9.35	\$9.56	\$9.76	\$10.02	\$10.23	\$10.49	\$10.71	\$10.99	\$11.23		
352/GS-2	\$9.56	\$9.76	\$10.02	\$10.23	\$10.49	\$10.71	\$10.99	\$11.23	\$11.46	\$11.73		
353/GS-3	\$10.02	\$10.23	\$10.49	\$10.71	\$10.99	\$11.23	\$11.46	\$11.73	\$12.00	\$12.29		
354/GS-4	\$10.49	\$10.71	\$10.99	\$11.23	\$11.46	\$11.73	\$12.00	\$12.29	\$12.55	\$12.86		
355/GS-5	\$10.99	\$11.23	\$11.46	\$11.73	\$12.00	\$12.29	\$12.55	\$12.86	\$13.15	\$13.46		
356/GS-6	\$11.46	\$11.73	\$12.00	\$12.29	\$12.55	\$12.86	\$13.15	\$13.46	\$13.78	\$14.13		
357/GS-7	\$12.00	\$12.29	\$12.55	\$12.86	\$13.15	\$13.46	\$13.78	\$14.13	\$14.45	\$14.77		
358/GS-8	\$12.55	\$12.86	\$13.15	\$13.46	\$13.78	\$14.13	\$14.45	\$14.77	\$15.14	\$15.48		
359/GS-9	\$13.15	\$13.46	\$13.78	\$14.13	\$14.45	\$14.77	\$15.14	\$15.48	\$15.83	\$16.21		
360/GS-10	\$13.78	\$14.13	\$14.45	\$14.77	\$15.14	\$15.48	\$15.83	\$16.21	\$16.59	\$17.02		
361/GS-11	\$14.45	\$14.77	\$15.14	\$15.48	\$15.83	\$16.21	\$16.59	\$17.02	\$17.39	\$17.79		
362/GS-12	\$15.14	\$15.48	\$15.83	\$16.21	\$16.59	\$17.02	\$17.39	\$17.79	\$18.21	\$18.64		
363/GS-13	\$15.83	\$16.21	\$16.59	\$17.02	\$17.39	\$17.79	\$18.21	\$18.64	\$19.14	\$19.57	\$20.01	\$20.49
364/GS-14	\$16.59	\$17.02	\$17.39	\$17.79	\$18.21	\$18.64	\$19.14	\$19.57	\$20.01	\$20.49	\$20.99	\$21.49
365/GS-15	\$17.39	\$17.79	\$18.21	\$18.64	\$19.14	\$19.57	\$20.01	\$20.49	\$20.99	\$21.49	\$21.99	\$22.57

Time in Steps:

Step 1: Hire  
Step 2: 6 months  
Step 3 - 12: Yearly from 6-month step

Wage scale effective the beginning of pay period closest to July 1, 2008.

Step increments effective the beginning of pay period nearest employee's anniversary date.



